

A G Contract No KR00 1758TRN  
ADOT ECS File: JPA 00-144  
Project: HF037 01C  
Section. Haul Road, Morgan - Coppermine  
HURF Exchange Program

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF PAGE, ARIZONA

THIS AGREEMENT is entered into 12 MARCH, 2000, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY of PAGE acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-6993(g) to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The State has approved the exchange of \$346,850.00 in Highway User Revenue Funds (HURF) to the City for construction of improvements to Haul Road in the City, and such funds will be repaid to the State by withholding from the Northern Arizona Council of Governments (NACOG) federal funds and the obligation authority for federal funds in the amount of \$446,444.00.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows

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NO 24490  
Filed with the Secretary of State  
Date Filed: 03/12/01

Petrey Bayless  
Secretary of State

By Dick V. Graenewald

## II. SCOPE OF WORK

### 1. The City will:

a. Provide design plans, specifications and such other documents and services required for construction bidding and construction.

b. Call for bids and award one or more construction contracts for the project. Administer same and make all payments to the contractor(s). Be responsible for any additional funds required to complete the project, and for any contractor claims for extra compensation due to delays or whatever reason. Comply with all applicable State laws, rules and regulations.

c. Invoice the State for thirty percent of the project cost at the start of construction.

d. Invoice the State for thirty percent of the project cost at the thirty percent and sixty percent project completion stages.

e. After project completion, invoice the State for ten percent of the project cost.

f. Upon completion, approve and accept the project as complete and provide maintenance.

### 1. The State will:

a. Within 30 days after receipt and approval of an invoice, advance the City HURF funds in the amount of \$346,850.00 in accordance with paragraph II.1 c., d and e above.

b. Withhold from NACOG federal funds and the obligation authority of federal funds in the amount of \$446,444.00.

## III. MISCELLANEOUS PROVISIONS

1. The State assumes no liability under this agreement. The City assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, cost over-runs and claims. It is agreed that the State's participation is confined solely to advancing highway user revenue funds; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the City and that the City hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the City, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees.

2. This agreement shall remain in force and effect until completion of said project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, unless assumed by another governmental entity, may be canceled at any time prior to the commencement of performance under this agreement, upon thirty (30) days written notice to the other party.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement may be canceled in accordance with Arizona Revised Statutes Section 38-

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

City of Page  
City Manager  
PO Box 1180  
Page, AZ 86040

8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF PAGE, ARIZONA

By 

ROBERT S. BOWLING  
Mayor

STATE OF ARIZONA

Department of Transportation

By 

MARY LYNN TISCHER, Director  
Transportation Planning

ATTEST

By 

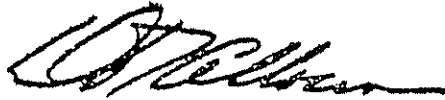
DEBBIE GIFFORD  
City Clerk

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RESOLUTION

BE IT RESOLVED on this 24th day of August 2000, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Page for the purpose of defining responsibilities for the exchange of HURF funds for improvements to Haul Road.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Director of Transportation Planning for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', is written over a horizontal line.

DAVID R. ALLOCCO, P.E.  
Assistant State Engineer  
Engineering Technical Group  
for Mary E. Peters, Director

**PAGE CITY COUNCIL  
REGULAR MEETING MINUTES  
OCTOBER 26, 2000**

A Regular Meeting of the Page City Council was held at 6:35 p.m. on Thursday, October 12, 2000 in the Council Chambers at City Hall in Page, Arizona. Mayor Bob Bowling presided. Vice Mayor Tina Holman, Councilors Brad Henningsen, John Kocjan and Cheryl Schwartz, Mel McQuarrie and Tim McDaniels were present. There was a moment of meditation. Councilor Henningsen led the Pledge of Allegiance.

Mayor Bowling called the meeting to order.

Staff members present: Acting City Manager/Police Chief, Wayne Wright; Acting City Manager/City Clerk, Debbie Gifford; Finance Director, Lenore Webber; City Engineer, Foster Thrift; Planning and Zoning Director, Steve White; Economic Development Coordinator, Gracie Burton; and Deputy City Clerk, Julie Coutts.

**PRIORITY LIST**

None

**MINUTES**

Regular City Council Meeting-September 14, 2000/Special City Council Meeting-September 21, 2000 and Special City Council Meeting-October 13, 2000

Councilor Henningsen moved to approve the minute portion of the agenda. Holman seconded the motion.

The motion carried upon a unanimous vote.

**CONSENT AGENDA**

**Minutes**

Airport Board Meeting-June 12, 2000

Land Sales Negotiating Committee Meetings-October 26, 1999, October 29, 1999, January 27, 2000, February 3, 2000, February 4, 2000, April 27, 2000, and May 2, 2000

Joint Page Electric Utility and Page City Council Special Meeting-August 8, 2000

Page Electric Utility Regular Meeting-August 8, 2000

Joint Page Electric Utility and Page City Council Special Meeting-August 10, 2000

Page Electric Utility Special Meeting-August 14, 2000

Joint Page Electric Utility and Page City Council Special Meeting-August 14, 2000

Page/Lake Powell Mobile Home Village Advisory Board Special Meeting-July 10, 2000

Joint Page Municipal Property Corporation and Page City Council Special Meetings-December 14, 1998 and January 21, 1999

## MEETING MINUTES-OCTOBER 26, 2000-PAGE 9

### Tourism and Events Board Appointment

Schwartz moved to appoint Jackson Bridges to serve on the Tourism and Events Board with a term ending June, 2002. Henningsen seconded the motion.

The motion carried upon a unanimous vote.

### DEPARTMENTS

#### Intergovernmental Agreement-Arizona Department of Transportation/City of Page-Haul Road Reconstruction

Henningsen moved to approve the Intergovernmental Agreement (IGA) between the City of Page and the Arizona Department of Transportation (ADOT) and which IGA identifies funding for the reconstruction of a portion of Haul Road within the City of Page. Schwartz seconded the motion.

There was discussion.

The motion carried upon a unanimous vote.

#### Intergovernmental Agreement-Coconino County Jail District/City of Page-Temporary City Jail Assistance

Holman moved to approve the Intergovernmental Agreement between Coconino County Jail District and City of Page for the Temporary City Jail Assistance. McDaniels seconded the motion.

There was discussion.

Henningsen moved to amend the motion to have section 2. Paragraph E read: The parties hereto agree that the schedule in paragraph 2 (B) above may change from time to time subject to the availability of employees, newly hired employees and employees that may quit the City of Page. Such changes, additions or deletions in the schedule shall be agreed upon by both the representatives of the Coconino County Sheriff's Office and the Police Chief, Wayne Wright of the City of Page, hereto except in the instance of circumstances that are beyond the control of either party. McDaniels seconded the amendment.

The amendment to the motion carried.

The motion as amended carried unanimously.

#### Assistant Magistrates Pay Rate

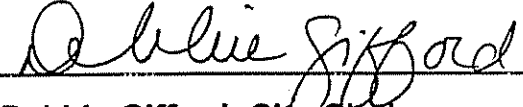
McDaniels moved to increase the Assistant Magistrate's hourly rate of pay from \$8.86 per hour to \$15.00 per hour effective November 1, 2000 to be funded out of line item 11.646.101. Henningsen seconded the motion.

The motion carried upon a unanimous vote.

## CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the City Council Regular Meeting held on the 26th day of October, 2000. I further certify that the meeting was duly called and held and that a quorum was present.

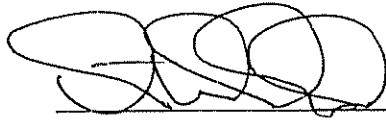
Dated this 9th day of November, 2000

  
\_\_\_\_\_  
Debbie Gifford, City Clerk

APPROVAL OF THE PAGE CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF PAGE and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 12<sup>th</sup> day of September, 2000.

A handwritten signature in dark ink, consisting of several overlapping loops and a long horizontal stroke at the end, positioned above a solid horizontal line.

City Attorney





STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON. PHOENIX, AZ 85007-2926

JANET NAPOLITANO  
ATTORNEY GENERAL

TRN Main: (602) 542-1680

Direct: (602) 542-8855

Fax: (602) 542-3646

MAIN PHONE : (602) 542-5025

FACSIMILE : (602) 542-4085

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR00-1758TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED March 6, 2001.

JANET NAPOLITANO  
Attorney General

SUSAN E. DAVIS  
Assistant Attorney General  
Transportation Section

SED:ggt

Enc.

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